

REMARKS

This Amendment is in response to the Office Action of March 24, 2006. The Office Action indicated that Claims 1-34 are pending, Claims 1-33 are rejected, and Claim 34 is withdrawn from consideration. With this Amendment, Claims 1-33 are amended, new Claims 35-36 are added. and Claims 1-33, 35-36 are presented for reconsideration and allowance.

Rejections under 35 USC 112, second paragraph

Claims 1-33 were rejected under 35 USC 112, second paragraph for lack of grammatical antecedent basis as well as other questions.

Claim 1 was rejected for lack of antecedent basis for “the inside” at line 3. With this amendment, the phrase “the inside of the shell” is amended to “an inside of the body shell” in Claim 1. Withdrawal of the rejection, reconsideration and allowance of Claim 1 are therefore requested.

Claim 11 was rejected for lack of antecedent basis for “the sealing plane” at line 3. With this amendment, the phrase “fitted into the sealing plane” is amended to “fitted adjacent to a sealing plane occupied by the movable glass panel in the sealing position” in Claim 11. Withdrawal of the rejection, reconsideration and allowance of Claim 11 are therefore requested.

Claim 22 was rejected for lack of antecedent basis for “the inside” at line 5. With this amendment, the phrase “the inside of the shell” is amended to “an inside of the lower shell” in Claim 22. Withdrawal of the rejection, reconsideration and allowance of Claim 22 are therefore requested.

Claim 33 was rejected for lack of antecedent basis for “the inside” at line 4. With this amendment, the phrase “the inside of the shell” is amended to “an inside of the body shell” in Claim 33. Withdrawal of the rejection, reconsideration and allowance of Claim 33 are therefore requested.

Claim 1 was rejected as not readily understood as to the meaning of “leans” in the phrases “movable glass panel leans in the sealing position” and “can return to lean against the watertight joint”. With this Amendment, the phrases are amended to read “movable glass panel presses in

the sealing position" and "can return to press against the watertight joint." As pointed out in applicant's specification, for example, at page 15 line 28 through page 16 line 3, "In the sealing position, the movable panel 1 leans against the watertight joint 5 slightly flattening it so as to provide and airtight seal on the device notably in relation to humidity and drafts." Withdrawal of the rejection, reconsideration and allowance of Claim 1 are therefore requested.

Claim 7 was rejected as not readily understood as to the phrase "at least one foot." In the applicant's drawings, feet 11 are illustrated in FIGS. 1, 2, 2a. In particular, in FIG. 2 an exemplary foot 11 is shown running along guide tracks 32, 33. According to Merriam Webster's Unabridged Dictionary 1981, ISBN 0-87779-201-1, page 2099, the word "shoe" has a meaning:

...8: any of various devices, members or attachments that are inserted in and run along a track, channel, or groove to guide a movement, provide a contact or friction grip, or protect against wear, damage, or slipping: as in: a runner in the sash channel of a window....

With this amendment, the phrase "at least one foot" is amended to read "at least one shoe". Withdrawal of the rejection, reconsideration and allowance of Claim 7 are therefore requested.

Claim 10 was rejected for use of the phrase "and/or." With this Amendment, Claim 10 is amended to eliminate the phrase "and/or." Withdrawal of the rejection and reconsideration and allowance of Claim 10 are therefore requested.

Claim 14 was rejected because the phrase "the sliding of a pull bar of the blind" was not readily understood. With this Amendment, Claim 14 is amended to recite "the blind comprising a pull bar, and the door comprising at least one shoe attached to the pull bar, and the shoe slides along the at least one strut for moving the blind between a folded position and a spread out position." FIG. 4 shows a folded position and FIG. 7 shows a spread out position of a blind. As best seen in FIGS. 5-6, there are shoes (feet 4131, 4132) attached to a pull bar 413. FIG. 6 shows the shoe 4132 at a top of a strut with the blind in the folded position. FIG. 7 (lower right corner of FIG. 7) shows the shoe (4132) at a bottom of a strut with the blind in a spread out position.

Claim 17 was rejected because the phrase "arranged to slot into a part that protrudes" was not readily understood. As disclosed in the present application at page 8, lines 7-9:

According to an advantageous solution, the said lock(s) are designed to slot into a part that protrudes the said struts or the said frame.

In Merriam Webster's Unabridged Dictionary 1981, ISBN 0-87779-201-1, page 2146, the verb "slot" has a meaning: "...3: to pass through a slot...." Applicant's FIG. 11-12 show a lock 12 with a slot 121. A part 362 of cross member 36 slots into the slot 121 of lock 12. Claim 17 is therefore believed to be understandable in its present form. Withdrawal of the rejection, reconsideration and allowance of Claim 17 are therefore requested.

Claim 19 was rejected because the phrases "or" and "the latter" were considered indefinite or not understood. With this amendment, Claim 19 is amended to remove "or" and "latter". Withdrawal of the rejection and reconsideration and allowance of Claim 19 are requested.

Claim 22 was rejected because of term "leans" in the phrases "movable glass panel leans in the sealing position" and "can return to lean against the watertight joint" were not readily understood. With this Amendment, Claim 22 is amended to recite "movable glass panel presses in the sealing position" and "can return to press against the watertight joint." Withdrawal of the rejection, reconsideration and allowance of Claim 22 are requested.

Claim 26 was rejected because the term "preferably" was considered indefinite. With this Amendment, Claim 26 is amended to remove the word "preferably." Withdrawal of the rejection and reconsideration and allowance of Claim 26 are requested.

Claim 27, 28, 29 were rejected because the phrase "and/or" was considered indefinite. With this Amendment, Claims 27, 28 and 29 are amended to remove "and/or". Reconsideration of the rejections and reconsideration and allowance of Claim 27, 28, 29 are therefore requested.

Claim 32 was rejected as not readily understood. With this Amendment, Claim 32 is amended to depend from Claim 22. Claim 32, as presently amended, is believed to be meet the requirements of 35 USC 112. Withdrawal of the rejection and reconsideration and allowance of Claim 32 are requested.

Claim 33 was rejected because of the phrase “can return to lean against the watertight joint.” With this Amendment, the phrase is amended to read “can return to press against the watertight joint.” Withdrawal of the rejection and reconsideration and allowance of Claim 33 is therefore requested.

Rejections under 35 USC 102

Claims 1-7, 11-17, 21, 22, 24-29, 32 and 33 were rejected under 35 USC 102(b) over Hasler et al. US 4,240,227.

With this Amendment, independent claim 1 is amended to include limitations to a “guide track that guides the movable glass panel to slide separately from the watertight joint in a sliding position so that the movable panel slides without damaging the watertight joint, and guides the movable glass to return to press against the watertight joint in the sealing position.” Claims 22, 32 are amended to include substantially similar limitations.

Hasler et al. does not disclose a guide track that guides the movable glass panel to slide separately from the watertight joint in a sliding position so that the movable panel slides without damaging the watertight joint, and guides the movable glass to return to press against the watertight joint in the sealing position, as presently Claimed in Claims 1, 22 and 32.

Hasler et al. teaches instead that a window 13 slides in contact with a seal 139. There is no provision in Hasler et al. of a guide track that guides a window to slide separately from a seal.

For these reasons, Claim 1, 22, and 33, as well as dependent claims 2-7, 11-17, 21, 24-29, 32 and 33 are believed to be novel relative to Hasler et al. Withdrawal of the rejection under 35 USC 102, reconsideration and allowance of Claims 1-7, 11-17, 21, 22, 24-29, 32 and 33 are therefore requested.

Rejections under 35 USC 103

Claims 8-10, 23, 30 and 31 were rejected under 35 USC 103(a) over Hasler et al. in view of Kobrehel et al. 6,141,910.

As discussed above, Hasler et al. does not disclose a guide track that guides the movable

glass panel to slide separately from the watertight joint in a sliding position so that the movable panel slides without damaging the watertight joint, and guides the movable glass to return to press against the watertight joint in the sealing position, as presently Claimed in Claims 1 and 22.

Kobrehel et al. also does not disclose a guide track that guides the movable glass panel to slide separately from the watertight joint in a sliding position so that the movable panel slides without damaging the watertight joint, and guides the movable glass to return to press against the watertight joint in the sealing position, as presently Claimed in Claims 1 and 22.

Neither Hasler et al. nor Kobrehel et al., taken singly or in combination, teach or suggest a guide track that guides a movable glass panel to slide separately from a watertight joint, and that guides the movable glass panel to return to press against the watertight joint as presently claimed in Claims 1 or 22.

Claims 8-10, 23, 30 and 31, which depend from independent Claims 1 or 22, include additional features that, when taken in combination with the features of the independent claims 1 or 22, are also believed to be patentable. Withdrawal of the rejection and reconsideration and allowance of Claims 8-10, 23, 30 and 31 are therefore requested.

Claims 18-20 were rejected under 35 USC 103(a) over Hasler et al. in view of Klueger et al. US 6,425,208.

As discussed above, Hasler et al. does not disclose a guide track that guides the movable glass panel to slide separately from the watertight joint in a sliding position so that the movable panel slides without damaging the watertight joint, and guides the movable glass to return to press against the watertight joint in the sealing position, as presently Claimed in Claim 1.

Klueger et al. also does not disclose a guide track that guides the movable glass panel to slide separately from the watertight joint in a sliding position so that the movable panel slides without damaging the watertight joint, and guides the movable glass to return to press against the watertight joint in the sealing position, as presently claimed in Claim 1.

Neither Hasler et al. nor Klueger et al., taken singly or in combination, teach or suggest a guide track that guides a movable glass panel to slide separately from a watertight joint, and that guides the movable glass panel to return to press against the watertight joint as presently claimed

in Claim 1.

Claims 18-20, which depend from independent claim 1, include additional features that, when taken in combination with the features of independent claim 1, are also believed to be patentable. Withdrawal of the rejection and reconsideration and allowance of Claims 18-20 are therefore requested.

Concluding Remarks

Hasler et al. discloses a motor vehicle door comprising a sliding side window. This door comprises a mechanism that does not guide the sliding side window to move away from a seal when the window is sliding. Hasler et al.'s window slides on the seals, which can damage the seals. In Hasler et al., an upper part of the side window comprises a detent that cooperates with a horizontal tube located in the upper part of the frame so that, when, the side window is closed, the sliding window cannot move away from the seal.

Hasler et al. does not comprise a track guiding a sliding panel to slightly move the sliding panel towards the outside of the vehicle and to slightly move the sliding panel away from the watertight joint in a sliding position so that the sliding panel can slide without damaging the watering joint, and can return to press against the seal in the sealing position.

On the contrary, the side window of Hasler et al. always presses on the joint during its sliding motion.

In other words, Hasler et al. does not teach or suggest the new features as presently claimed.

Kobrehel et al. discloses a device to motorize a side window of a motor vehicle door. Kobrehel et al. does not disclose a door comprising at least one track allowing to slightly move the sliding panel towards the outside of the vehicle and to slightly move the sliding panel away from the watertight joint in a sliding position so that the sliding panel can slide without damaging the watering joint, and can return to press against the seal in the sealing position.

Klueger et al. concerns a convertible vehicle door without a strut. Klueger et al. does not disclose a door vehicle comprising at least one track allowing to slightly move the sliding panel towards the outside of the vehicle and to slightly move the sliding panel away from the watertight

joint in a sliding, position so that the sliding panel can slide without damaging the watertight joint, and can return to press against the watertight joint in the sealing position

As presently claimed in Claims 1, 22, 33 a motor vehicle door has a sliding panel moving along a primarily vertical direction. More precisely, the door is equipped with struts bearing tracks forcing the sliding glass panel to move away slightly toward the outside of the vehicle and away from the watertight joint during opening. The other art cited by the Examiner has been considered, and Claims 1-33, 35-36 as presently amended, are believed to be patentable over such art.

The Application appears to be in condition for allowance and favorable action is requested. The Director is authorized to charge any fee deficiency required by this paper or credit any overpayment to Deposit Account No. 23-1123.

Respectfully submitted,

WESTMAN, CHAMPLIN & KELLY, P.A.

By: 

David C. Bohn, Reg. No. 32,015
900 Second Avenue South, Suite 1400
Minneapolis, Minnesota 55402-3319
Phone: (612) 334-3222 Fax: (612) 334-3312

DCB/elk